



EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR MARITIME AFFAIRS AND FISHERIES

MARITIME POLICY AND BLUE ECONOMY
Economic analysis, markets and impact assessment

CALL FOR TENDERS

N° MARE/2018/11

**European market
observatory for fisheries
and aquaculture products
(EUMOFA)**

TENDER SPECIFICATIONS

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1 INFORMATION ON TENDERING

1.1 General information concerning the call for tenders

The European Commission, represented for the purposes of this call for tenders by the Directorate-General for Maritime Affairs and Fisheries (DG MARE), wishes to conclude a service contract for dissemination of economic data and market intelligence on the European market for fishery and aquaculture products.

This service will build up on activities delivered by the European Union Market Observatory for fisheries and aquaculture products (EUMOFA). EUMOFA has been developed since 2010 and a dedicated website and database are online since April 2013¹.

The call for tenders comprises one lot.

Joint tenders and subcontracting are authorised.

1.2 Participation

Participation in this procurement procedure is open on equal terms to all natural and legal persons coming within the scope of the Treaties, as well as to international organisations.

It is also open to all natural and legal persons established in a third country which has a special agreement with the Union in the field of public procurement on the conditions laid down in that agreement. Where the plurilateral Agreement on Government Procurement² concluded within the World Trade Organisation applies, the participation to this procedure is also open to all natural and legal persons established in the countries that have ratified this Agreement, on the conditions it lays down.

Please be aware that after the UK's withdrawal from the EU, the rules of access to EU procurement procedures of economic operators established in third countries will apply to candidates or tenderers from the UK depending on the outcome of the negotiations. In case such access is not provided by legal provisions in force candidates or tenderers from the UK could be rejected from the procurement procedure.

1.3 Contractual conditions

The tenderer shall bear in mind the provisions of the draft contract which specifies the rights and obligations of the contractor, particularly those on payments, performance of the contract, confidentiality, and checks and audits.

The contractual terms are included in the draft contract in Annex 2.

¹ <http://www.eumofa.eu/>

² http://www.wto.org/english/tratop_e/gproc_e/gp_gpa_e.htm

1.4 Compliance with applicable law

The tender must comply with applicable environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24/EU³.

1.5 Joint tenders

A joint tender is a situation where a tender is submitted by a group of economic operators (natural or legal persons). Joint tenders may include subcontractors in addition to the members of the group.

In case of joint tender, all members of the group assume joint and several liability towards the Contracting Authority for the performance of the contract as a whole, i.e. both financial and operational liability. Nevertheless, tenderers must designate one of the economic operators as a single point of contact (the leader) for the Contracting Authority for administrative and financial aspects as well as operational management of the contract.

After the award, the Contracting Authority will sign the contract either with all members of the group, or with the leader on behalf of all members of the group, authorised by the other members via powers of attorney.

1.6 Subcontracting

Subcontracting is permitted but the contractor will retain full liability towards the Contracting Authority for performance of the contract as a whole.

Tenderers are required to identify subcontractors whose share of the contract is above 20 %.

During contract performance, the change of any subcontractor identified in the tender or additional subcontracting will be subject to prior written approval of the Contracting Authority.

1.7 Structure and content of the tender

Tenderers must include all the information and documentation required to enable the authorising department to appraise tenders in accordance with the criteria set out in section 3.

Submission of a tender in response to a call for tenders issued by the Commission implies:

- accepting all the terms and conditions stipulated in the call for tenders and in the special terms and conditions, if any (see model contract in Annex 2 of the tender dossier);
- waiving the tenderer's own terms of business.

³ Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (OJ L 94, 28.3.2014, p. 65).

All documents presented by the tenderers will become the property of the European Commission and are to be deemed confidential.

The tender must be submitted in triplicate (one copy clearly identified “Original”, and two copies marked “Copy 1” and “Copy 2”; “Copy 2” should be unbound), in three sealed envelopes:

- 1) One sealed envelope containing the documentation for the identification of the tenderer and exclusion and selection criteria as requested under sections 1.8, 3.1 and 3.2 of the tendering specifications, including the declaration of honour with respect to the exclusion criteria and absence of conflict of interest (Annex 4), the questionnaire (Annex 6) and the legal entity form.
- 2) One sealed envelope containing the technical tender according to section 2 of the tendering specifications, including the technical tender form in Annex 3, filled in and signed by the tenderer. The technical tender should contain no financial information.
- 3) One sealed envelope containing the financial tender, i.e. the financial tender form in Annex 3, filled in and signed by the tenderer.

Each of these envelopes must clearly indicate the content ("Identification, Exclusion and Selection Criteria", "Technical" and "Financial").

All tenders will be opened in public at the place, on the date and at the time specified in contract notice. Tenderers or their authorised representatives are allowed to attend the opening. These persons will have to sign an attendance list.

For practical reasons, tenderers are requested to inform DG MARE by e-mail (mare-tenders@ec.europa.eu) of their wish to attend the opening no later than one week before the meeting.

The tenders must be presented as follows:

Part A: Identification of the tenderer (see section 1.8)

Part B: Non-exclusion (see section 3.1)

Part C: Selection (see section 3.2)

Part D: Technical offer

The technical offer must cover all aspects and tasks required in the technical specifications and provide all the information needed to apply the award criteria. Offers deviating from the requirements or not covering all requirements may be rejected on the basis of non-compliance with the tender specifications and will not be evaluated.

Part E: Financial offer

The price for the tender must be quoted in euro. Tenderers from countries outside the euro zone have to quote their prices in euro. The price quoted may not be revised in line with exchange rate movements. It is for the tenderer to bear the risks or the benefits deriving from any variation.

Prices must be quoted free of all duties, taxes and other charges, including VAT, as the European Union is exempt from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Union. The amount of VAT may be shown separately.

The quoted price must be a fixed amount which includes all charges (including travel and subsistence). Travel and subsistence expenses are not refundable separately.

Costs incurred in preparing and submitting tenders are borne by the tenderers.

In signing and submitting an offer, the tenderer shall certify that:

- the prices indicated in the tender have been laid down in full independence, without consultation or communication on any of the points concerning the price with another tenderer or competitor;
- unless the law stipulates otherwise, the prices indicated in the tender have not been and will not be voluntarily communicated by the tenderer to another tenderer or competitor, directly or indirectly, before the offers are opened;
- the tenderer has not attempted and will not attempt to induce other persons to present a tender or to prevent them from so doing with a view to restricting competition.

1.8 Identification of the tenderer

The tender must include a **cover letter** signed by an authorised representative presenting the name of the tenderer (including all entities in case of joint tender) and identified subcontractors if applicable, and the name of the single contact point (leader) in relation to this procedure.

In case of joint tender, the cover letter must be signed either by an authorised representative for each member, or by the leader authorised by the other members with powers of attorney. The signed powers of attorney⁴ must be included in the tender as well. Subcontractors that are identified in the tender must provide a letter of intent⁵ signed by an authorised representative stating their willingness to provide the services presented in the tender and in line with the present tender specifications.

All tenderers (including all members of the group in case of joint tender) must provide a signed Legal Entity Form with its supporting evidence. The form is available on:

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

Tenderers that are already registered in the Contracting Authority's accounting system (i.e. they have already been direct contractors) must provide the form but are not obliged to provide the supporting evidence.

The tenderer (or the leader in case of joint tender) must provide a Financial Identification Form with its supporting documents. Only one form per tender should be submitted. No form

⁴ Indicatives models are proposed in Appendix 1

⁵ Indicatives models are proposed in Appendix 2

is needed for subcontractors and other members of the group in case of joint tender. The form is available on: http://ec.europa.eu/budget/contracts_grants/info_contracts/index_en.cfm

The tenderer (and each member of the group in case of joint tender) must declare whether it is a Small or Medium Size Enterprise in accordance with [Commission Recommendation 2003/361/EC](#). This information is used for statistical purposes only.

2 TECHNICAL SPECIFICATIONS

2.1 Context: Common organisation of the markets and the role of the Observatory (EUMOFA) as a tool for Market Intelligence.

The Common Organisation of the Markets (CMO⁶) is one of the pillars of the Common Fisheries Policy. It strengthens the role of the actors on the ground as producers are responsible for ensuring the sustainable exploitation of natural resources and are equipped with instruments to better market their products. Consumers receive better information on the products sold on the EU market, which, regardless of their origin, must comply with the same rules.

The European Maritime and Fisheries Fund⁷ (the EMFF regulation, Article 90) supports the implementation of market intelligence activities.

In order to contribute to market transparency and efficiency the Commission has set up the European Market Observatory for Fishery and Aquaculture Products (EUMOFA) (article 42 of the CMO regulation).

Through the EUMOFA the Commission:

- (a) gathers, analyses and disseminates economic knowledge for a better understanding of the Union market for fishery and aquaculture products (FAPs) along the supply chain, taking into account the international context;
- (b) provides practical support to producer organisations (POs) and inter-branch organisations (IBOs) to better coordinate information between operators and processors;
- (c) regularly surveys prices for FAPs in the Union market along the supply chain and conducts analyses on market trends;
- (d) conducts ad-hoc market studies and provides a methodology for price formation surveys.

EUMOFA provides market intelligence to operators of the fishery sector, in the broadest sense, to better understand market trends. EUMOFA also aims at helping public policy

⁶ Regulation (EU) No 1379/2013 of the European Parliament and of the Council of 11 December 2013 on the common organisation of the markets in fishery and aquaculture products, amending Council Regulations (EC) No 1184/2006 and (EC) No 1224/2009 and repealing Council Regulation (EC) No 104/2000 (OJ L 354, 28.12.2013)

⁷ Regulation (EU) No 508/2014 of the European Parliament and of the Council of 15 May 2014 on the European Maritime and Fisheries Fund and repealing Council Regulations (EC) No 2328/2003, (EC) No 861/2006, (EC) No 1198/2006 and (EC) No 791/2007 and Regulation (EU) No 1255/2011 of the European Parliament and of the Council (OJ L 149, 20.5.2014)

making process and implementation by public authorities and stakeholders. Moreover, it aims at benefitting research bodies, stakeholders and citizens by increasing access to market intelligence and data.

This call for tender concerns the activity of the Observatory of the EU Market of Fishery and Aquaculture Products (EUMOFA).

2.2 Definition of the Technical offer

2.2.1 Objective of the contract

The main purpose of the contract is to ensure the continuity of the services currently delivered by EUMOFA and to implement, run and maintain a fully-fledged market intelligence service on EU fisheries and aquaculture markets. The existing operational framework and deliverables of the observatory as well as the expected improvements are described in detail below.

The operational objectives of EUMOFA are to collect, harmonise, analyse and disseminate data and conduct market analyses on the EU market for fisheries and aquaculture products along the supply chain and make this information publicly available, in all or certain⁸ EU languages.

The service contract will implement these operational objectives. It will take over and improve the existing services of EUMOFA, and will ensure dissemination of results and communication on EUMOFA services. Special emphasis should be put on supporting producer organisations (POs) and inter-branch organisations (IBOs) to better coordinate information between operators and processors.

Therefore, in order to safeguard the continuity of the existing activities of EUMOFA, information, reports and methodological guidelines available on EUMOFA's website (www.eumofa.eu) at the date of publication of this call for tender are considered as an integral part of the present call. The tenderers are therefore strongly encouraged to get acquainted with them

The services expected of the contractor are described below, along the following structure;

- (a) Data collection
- (b) Reports, studies and market analysis
- (c) Dissemination and communication activities
- (d) IT services

2.2.2 Data collection

The contractor is expected to secure the current data coverage regarding types of data and countries, and to extend coverage and improve quality where needed. The tender should show how it intends to comply with these requirements.

⁸ Language coverage depends on the type and nature of the publications (see point 2.2.6 for the details)

2.2.2.1 Data: current sources and methodology

EUMOFA's data collection system is based on essential data supplied to EUMOFA by European Commission services (DG MARE, DG TAXUD, EUROSTAT) and Member States, and miscellaneous national bodies or organisations (such as institutes and governmental organisations). Furthermore, data are also collected from private sources (see below the paragraph "data purchase"), or from data sets publicly available from Eurostat or from databases managed by other international organisations (FAO, OCDE, etc.).

Concretely, the different sources and types of data collected by EUMOFA are the following:

- Eurostat (fish landings, aquaculture production, catches, trade and processing data);
- DG TAXUD (imports);
- National administrations (first sale, wholesale and retail data);
- Private providers:
 - a) Europanel: consumption data;
 - b) Global Trade Atlas (GTA): trade data for certain third countries;
 - c) Other relevant sources from the private sector (ex. The Federation of European Aquaculture Producers⁹ for aquaculture production).

More details about the data providers and specifications of data collected (types of data, frequency, time-lag, origin of data, etc.) and methodology used are shown in Metadata 1¹⁰ and its Annex 1.

The tender will explain how all current data sources will be maintained.

2.2.2.2 Data Purchase

Some data from private providers need to be purchased as they are not free of charge.

For this purpose, the contractor must allocate a part of the contract budget to the purchase of data currently used (i.e. Europanel¹¹ for consumption and GTA¹² for international trade) and to future possible needs stemming from the expansion of data coverage.

Formal authorisation by DG MARE should be given prior to the data purchase.

The purchase of data must include the right to exploit and disseminate these data for the purpose of EUMOFA. In that respect, the contractor shall ensure that either it is the rightful owner of the intellectual property rights (IPR) of input data or, if those IPR are the property of third parties, shall provide legally binding agreements ensuring that the data will be available for the purposes of EUMOFA. In addition, the contractor shall ensure that EUMOFA is permitted to disseminate this data.

⁹ <http://www.feap.info/>

¹⁰ <http://www.eumofa.eu/supply-balance-and-other-methodologies>

¹¹ <http://www.europanel.com/>

¹² <https://ihsmarkit.com/products/maritime-global-trade-atlas.html>

2.2.2.3 Expansion of data collection

In order to increase the utility and functionalities of the EUMOFA, current data sources and coverage need to be expanded. The data expansion in EUMOFA should be focused on:

- expanding data collection to cover all Member States, Norway and Iceland, and the whole supply chain (first sales / wholesale / retail / trade);
- complementing historical series up to 15 years for all types of data;
- extending, where possible, the number of main commercial species covered¹³ (currently 97);
- expanding the number of third countries as regards trade data;
- gathering other economic data which can be relevant for improving the knowledge of the dynamics of the EU market of FAPs that can be obtained from EUMOFA..

The contractor will further extend household consumption data to preservations other than fresh and will collect data of out of home consumption.

The contractor, in agreement with DG MARE, shall also follow and implement actions resulting from possible changes in legal acts regarding data collection obligations (e.g. changes in methods of collecting data, use of electronic sales notes, evolution in the CN-8 combined nomenclature¹⁴, etc.), which may make additional information available relevant for EUMOFA.

2.2.2.4 Data processing (harmonisation) and data analysis

Data processing consists in harmonising all data collected from the different sources, by using methodologies and tools for market analysis, to allow the comparability of data along the supply chain. To this end, EUMOFA has developed specific methodologies based on aggregations of raw data supplied from different sources.

The document "Metadata 2 – 'Data management'"¹⁵ describes the rationale and the procedures adopted by EUMOFA for carrying out such harmonisation at the moment.

Five types of harmonisation are currently performed by EUMOFA:

1. harmonisation of nomenclature;
2. harmonisation of languages;
3. conversion of national currencies into Euro;

¹³ http://www.eumofa.eu/documents/20178/0/DM_Annex+1+List+of+MCS+and+CG.pdf/529e649c-0ad8-4b5d-b290-96b3334eccd8 and <http://www.eumofa.eu/documents/20178/24415/Metadata+2+-+DM+-+Annex+3+Corr+of+MCS+CG+ERS.PDF/1615c124-b21b-4bff-880d-a1057f88563d>

¹⁴ More information about the Combined Nomenclature: https://ec.europa.eu/taxation_customs/business/calculation-customs-duties/what-is-common-customs-tariff/combined-nomenclature_en

¹⁵ <http://www.eumofa.eu/supply-balance-and-other-methodologies>

4. conversion from net weight to live weight and
5. ports/seaboards correlation.

Current correlation tables are available and explained in the annexes of Metadata 2.

Two additional data analysis activities are currently carried out by EUMOFA:

1. Methodology for assessing the origin of imports and exports in terms of production methods (fishery vs aquaculture);
2. Development of the Supply Balance sheets for the calculation of the apparent consumption.

Both analyses are strongly linked since the assessment of the origin of imports and exports allows the calculation of shares of caught and farmed products in imports and exports within the Supply Balance.

The relevant methodologies for the calculation of certain indicators used for these data analyses are available on the EUMOFA website at the link Metadata 3¹⁶.

During the implementation of the contract, the contractor may be requested to update these methodologies in order to be able to perform the required analyses. Hence, the proposal has to explain dispositions proposed to do so.

2.2.2.5 Data validation and quality checks

The contractor is expected to ensure a high level of accuracy and reliability of information to be published. It must be able to maintain this level of proficiency and understanding of quality standards and control methodology in the management of data over the whole duration of the contract.

Data uploaded in the EUMOFA database should be regularly and thoroughly checked. A robust methodology for guaranteeing the quality and reliability of data published should be implemented on the basis of a risk analysis and provide for embedded error-checking and correction rules. All changes made to the data must be tracked (who made what change and when).

In case of doubt on data quality, the contractor shall get back to the provider for confirmation or changes before data is uploaded in the database. This implies that the contractor must continuously interact with Member States, the European Commission services' contact points and all other data providers to EUMOFA. A dedicated team must be established for that purpose.

The document "Metadata n° 1, data collection" referenced above, provides an overview of the system currently in place to ensure data validation and quality checks. Tenderers are

¹⁶ <http://www.eumofa.eu/supply-balance-and-other-methodologies>

requested to specify how they are going to ensure that methodology is maintained and improved.

2.2.2.6 Types of data

Data on landings, aquaculture, first sales and first sales prices, wholesale, trade (import/export), consumption, retail and processing are currently available through EUMOFA.

More details about measures, time lag, historical series, geographical coverage, etc. can be found on the EUMOFA website¹⁷.

These data are made public in different ways:

- bulk download
- simple tables
- advanced tables

2.2.2.7 Cooperation with Member States and other data suppliers

During the implementation of the contract, the contractor shall continuously interact with Member States' and the European Commission's services involved in EUMOFA. It shall ensure to continue and/or establish new relations of cooperation with relevant departments of national administrations and other institutions and/or entities providing data to EUMOFA, in particular by running the network of national contact points. DG MARE has to be kept updated of progress therein.

In the proposal, tenderers have to explain how they intend to comply with this request.

Furthermore, the contractor shall have contacts with relevant stakeholders and institutional bodies that are likely to use EUMOFA services (STECF¹⁸, RFMOs¹⁹, scientific committees, advisory councils, JRC, etc.). These contacts are initiated by DG MARE.

It shall seek complementarity and cooperation with international organisations, including FAO and OECD, on methodologies, price indexes, markets and trade analyses.

In carrying out its tasks, the contractor will be required to deal with information from all Member States in all official languages of the EU.

Furthermore, the contractor will organise at least once a year a seminar (the so-called "Antenna meeting") with all national correspondents to take stock of best practices, share the

¹⁷ <http://www.eumofa.eu/weekly-indicators>
<http://www.eumofa.eu/monthly-indicators>
<http://www.eumofa.eu/yearly-indicators>

¹⁸ Scientific, Technical and Economic Committee for Fisheries (<https://stecf.jrc.ec.europa.eu/>)

¹⁹ Regional fisheries management organisations (https://ec.europa.eu/fisheries/cfp/international/rfmo_en)

results of the implementation of the activities of EUMOFA and address specific needs and possible or desirable improvements.

2.2.3 Reports and studies

Markets analyses are one of the main outputs of EUMOFA.

To carry out this task, the contractor should have adequate expertise on the EU markets and business and in particular on the following sectors of the Blue economy: fisheries, aquaculture, processing and blue biotechnology. Furthermore it must continuously demonstrate a deep knowledge of market features at both EU and international level.

It should also demonstrate and keep expertise on factors affecting, and interacting with, the seafood industry, such as food markets trends and analyses and macroeconomic developments at Member States, EU and international levels (consumption, purchasing power, fuel prices, exchange rates, labour costs, etc.).

This expertise will be deployed in the implementation of the whole range of services provided by the Observatory: studies, publications, economic analyses on specific market-related topics, participations to workshops and conferences, trainings, and development of methodologies.

A non-exhaustive list of the specific outputs expected in these areas includes:

Monthly Highlights bulletins (MH)²⁰

The Monthly Highlights is a regular publication on market monitoring and analysis encompassing first sales trends in selected countries for selected species, relevant information and news on the FAP global market, a more detailed analysis of market trends focusing on two case studies, a general analysis of trends on consumption for selected countries and species, trend analysis of macro-economic factors;

Yearly report on the EU Fish Market²¹

This report is published annually. It includes exhaustive information on the evolution of the EU market of FAPs, focusing on the different stages of the supply chain;

Price structure case studies²²

These studies cover the costs and margins analyses of the underlying factors of price transmission along the supply chain for selected products. The contractor will also be requested to update and develop relevant case studies already published by EUMOFA. In carrying out these studies, the contractor is expected to identify the main sources of information and liaise with Member States, research centres and relevant stakeholders.

²⁰ MHs publications are available at <http://www.eumofa.eu/eumofa-publications>

²¹ Yearly reports are available at <http://www.eumofa.eu/eumofa-publications>

²² Price structure case studies are available at <http://www.eumofa.eu/eumofa-publications>

Ad-hoc analyses²³

They relate to the provision of ad-hoc analyses on specific topics identified by DG MARE. These analyses and the rules for their dissemination will be set by DG MARE on a case by case basis depending on the nature of the data/information at stake.

The ad-hoc analyses are generally targeted at stakeholders or institutional users (European Commission and Member States).

Furthermore, the contractor will be asked to deliver ad-hoc contributions to reports on specific topics, upon request of DG MARE. For instance, the collection of representative data (volumes, values and prices) and market analyses to support negotiations or meetings such as the TAC and Quotas councils, conservation and technical measures, RFMOs, SFPAs, trade negotiations etc. Some of these reports and analyses may need to be structured and updated on a regular basis, in particular for recurrent topics. This task shall also include the provision of analyses to be delivered within short delays (2-3 weeks) pursuant to ad-hoc and/or urgent requests.

The contractor shall set-up a drafting and review committee to ensure a high level of quality of all publications submitted to DG MARE for comments or approval. Members of this committee will be experts in the fields covered and shall be able to validate methodologies used, analyses done and ensure the linguistic quality of the texts.

2.2.4 Tool for prospective analysis and economic forecasting

The contractor should develop a methodology for a quantitative tool for prospective analysis in the EU or part of it. The tool has to allow for bio-economic modelling and must be able to:

- assess impacts on the EU markets of changes to demand and supply conditions resulting from e.g. changes of total allowable catches (TACs) & quotas and/or fisheries management measures (including multiannual plans and the landing obligation), new, renewed or terminated sustainable fisheries partnership agreements (SFPAs) and trade agreements, exogenous and endogenous changes to production costs and selling prices, changes of consumption patterns, traceability and labelling, etc. ;
- the analyses of impacts will include market forecasts for specific species at local and EU levels,.

The contractor is expected to identify and liaise with Member States (MS), research centres and stakeholders developing or interested in similar tools in the fish sector.

²³ Published ad-hoc analyses are available at <http://www.eumofa.eu/eumofa-publications>

2.2.5 Dissemination and communication

The contractor shall establish and implement a dissemination and communication strategy for the provision of market intelligence services in an accessible and understandable manner. The strategy should include inter alia the identification of target groups and proposals of concrete actions envisaged to strengthen dissemination and communication activities.

2.2.5.1 Dissemination of information

Data and publications shall be disseminated through the EUMOFA website using existing functionalities such as:

- a) Simple tables (ready-to-use reports): intended for users who are not so familiar with the database but need more in-depth or specific information than those made available through EUMOFA publications or other reports. These users access information directly from the database. Information consists of structured tables in which users can choose the variables of interest within a limited set of pre-defined possible outputs;
- b) Advanced tables: targeted at advanced users who can build their own query system and work with the entire EUMOFA database;
- c) Bulk-download: a functionality allowing the download of entire datasets;
- d) Other IT tools and facilities such as the map of first sales points²⁴, data coverage, and an on-line support, including video tutorials²⁵, complete the set of functionalities available on the EUMOFA website to help users. The existing functionalities should be maintained and in a process of constant improvement will be improved in the course of implementation of the contract where necessary. An area of improvement of these functionalities has to be the facilitation of retrieval of the information collected. This could imply for instance the development of IT functionalities allowing the extraction of data at more disaggregated levels for the different stages of the supply chain.
- e) The library²⁶ of market studies with relevant national, European and international publications: the contractor shall keep it up-to-date and provide translations of executive summaries when necessary.

The contractor must be able to provide at short notice answers to questions from users on EUMOFA (content, methodologies, services) in any EU language and implement possible corrective or complementary actions ensuing from those questions, after proper notification to DG MARE.

The contractor shall comply with the visual identity of the Commission and its graphical charter²⁷ for all publications. The contractor must follow at all times the rules laid down in the Information Providers' Guide (IPG)²⁸ and the Interinstitutional Style Guide²⁹.

²⁴ <http://www.eumofa.eu/map-of-eu-first-sales>

²⁵ <http://www.eumofa.eu/media-library>

²⁶ The library does not exist at the time of writing these tender specifications. Therefore, tenderers are informed that it will exist when the contract is awarded. The future contractor will be required to manage this functionality.

It shall also be able to provide and analyse web statistics on the activity of EUMOFA website and services provided, and report monthly to DG MARE.

2.2.5.2 Communication and dissemination activities

The communication activities shall include inter-alia the following elements:

- a) The organisation of training sessions for Member States' correspondents and main stakeholders;
- b) The drafting of practical user guides (and regular updates of these guides).
- c) The creation and animation of a representative network of pilot users and testers of the EUMOFA website, such as representatives of national administrations, market stakeholders, trade analysts, academics, and researchers (in addition to Member States contact points – the national correspondents – in charge of data transmission). The role of this network is, on the one hand, to provide regular and structured feedbacks on quality of data and analysis, and of the user-friendliness of the services provided by EUMOFA and, on the other hand, to collect specific needs and expectations of stakeholders on market intelligence.
- d) The organisation of a yearly meeting with all EUMOFA national correspondents (the so-called Antenna meeting) and specific workshops in MS (5 to 10 times a year).
- e) The presentation of EUMOFA services and/or of specific themes at the occasion of events and conferences (4 to 6 times a year).

2.2.6 Languages

The multilingual aspect of EUMOFA is critical to the utility of EUMOFA and is an essential element of its credibility.

The web-interface, and methodological and users guides shall be available in all EU languages.

Publications:

- Monthly Highlights: EN, ES and FR.
- Yearly editions of “The EU fish Market”: DE, EN, ES, FR and IT.
- Price structure case studies: EN, ES, FR and the languages of the countries concerned by the study.

The languages requirements for publications can be adapted on an ad-hoc basis in order to meet potential readers' needs.

²⁷ http://ec.europa.eu/dgs/communication/services/visual_identity/index_en.htm

²⁸ http://ec.europa.eu/dgs/communication/services/visual_identity/pdf/charter_en.pdf

²⁸ <http://ec.europa.eu/ipg>

²⁹ <http://publications.europa.eu/code/en/en-000100.htm>

Training in Member States must be given in the official language(s) of the country.

2.2.7 Information Technologies

2.2.7.1 IT services

The contractor shall support and maintain the full technical landscape of the EUMOFA IT system (overview of system components will be provided upon request and signature of the non-disclosure statement) and ensure related IT services. To that end, the contractor shall designate an IT operations manager, who will be accountable for the totality of the IT component of the contract. Under the authority of the project manager, IT operations manager coordinates all aspects of IT services, in line with the best practices in the field and following the terms of tender specifications. The IT operations manager shall meet with the Commission representatives in Brussels according to the following schedule:

- Kick-off meeting at the beginning of the project to present the proposed roadmap for the project;
- Once a month (on average), upon request of the Commission.

The contractor will be responsible for following IT processes:

- Hosting of the full system landscape;
- Corrective maintenance (bugfixing) and evolutive maintenance (changes, new features) of all components of the EUMOFA architecture, including EUMOFA website;
- Completion and regular update of system functional documentation (business requirements and functional analysis / specification), technical documentation (technical analysis / specifications of technical implementation), including system architecture documentation. The Commission can at any time review and request improvements to the abovementioned documentation to ensure completeness, clarity, consistency and compliance with Commission standards (if applicable);
- Definition and application of change management process for system changes and updates (see paragraph 2.2.7.2 for more detail);
- Definition and application of quality management process for corrective and evolutive system maintenance (see paragraph 2.2.7.3 for more detail);
- Definition and application of risk management processes (see paragraph 2.2.7.4 for more detail);
- User support (helpdesk for the end users and assistance to the Commission services);
- System security management (see paragraph 2.2.7.5 for more detail);
- Performance tools and be able to extract statistics on the activities of the web services to be reported monthly to DG MARE.

All IT material to carry out the project (including hardware and software licences) shall be provided by the contractor. At the end of the contract, software licenses purchased under the contract and linked to the EUMOFA system as well as all software developed in the framework of this contract (including any developed source code, test data and production data) shall be under ownership of the Commission. Software should be kept up to date to guarantee performance and security.

The contractor shall include and maintain full documentation of all IT aspects including quality control. These documents shall be made available in English and aim at enabling possible hand over from IT services at any time and at the end of the contract.

Regular and ad-hoc IT meetings will be organised, in the framework or aside of the regular project monitoring meetings.

2.2.7.2 *Change management*

The contractor should define a change management process. This change management system will be described in the tender and assessed in the framework of the procurement procedure. A definitive change management process will be submitted to DG MARE for validation within one month from the start of the contract.

The change management process will deal requests for improvements and will allow assigning urgency and impact to each. Any change will require the approval of DG MARE.

The system should ensure:

- Formal change management framework ensuring the registration, assessment (including impact and cost/benefit analysis), prioritisation and authorisation of all requests for changes before their implementation;
- Process to manage the transitioning up to the deployment of changes. This process should cover planning, implementation, testing, communication and training, depending on their scope and complexity;
- Each change request should be supported by functional and technical analysis/specifications documentation. The Commission can review and request improvements to the abovementioned documentation to ensure completeness, clarity, consistency and compliance with the Commission standards (if applicable). Once the change is released in Production environment, the system functional and technical documentation (including Architecture documentation, if required), should be updated, so that the set of system functional and technical/ architecture documentation always presents the current state of the system in production environment;
- A Configuration Management process and an integrated and complete inventory of Configuration Items (IT assets).

2.2.7.3 *Quality management*

The contractor should define the quality assurance and quality control activities, plan and implement them throughout the IT operations. The quality management plan³⁰ will be described and assessed in the tender. A definitive quality management plan will be submitted to DG MARE for approval within 1 month from the start of the contract.

³⁰ The templates defined under open PM² methodology should be used as a basis.

That quality management must:

- Outline the quality strategy, approach and process to be used for the operation of the IT system;
- Deal with bug reports and will allow assigning urgency and impact to each;
- Identify the roles and responsibilities related to operations quality management;
- Identify the major quality management artefacts and deliverables;
- Specify the methodology, standards, tools and techniques used to support quality management;
- Suggest project quality requirements and metrics, and the method to evaluate them.

Following Quality Artefacts for system changes and enhancements should be considered:

- "Test plan" describing different levels of tests identified in scope of system operation.
- Review and approval of Test Plan by Quality Manager or Operations Manager or Test Manager
- Test Case Design status Report of each defined Test Level (Regression, Integration, User acceptance)
- Test Case Execution Report of each Test Level.
- Test Summary Report
- Static Analysis of source code

Mandatory Test level are:

- Unit test;
- System Test;
- Regression Test;
- Integration Test;
- User Acceptance Test.

The contractor is invited to consider using Jira as issue and bug tracking tool. Jira is the corporate tool for issue tracking used by the Commission.

2.2.7.4 Risk management

The contractor should define a risk management plan system. This plan system will be described in the tender and assessed in the framework of the procurement procedure. A definitive plan will be submitted to DG MARE for validation within one month from the start of the contract. The risk management plan will be based on the template defined under open PM² project management methodology.

The risk management plan:

- Outlines the risk approach and process to be used for the IT operations;
- Identifies the roles and responsibilities related to risk management;

- Specifies the methodology, standards, tools and techniques used to support risk management.

2.2.7.5 Security

The contractor should ensure the security and resilience of all components of the EUMOFA system ("the information system" further in the text). The contractor has to define a security management plan and submit it to the approval of DG MARE within 1 month after the signature of the contract.

In particular,

- The contractor has to implement processes to accurately and timely report to the Commission any security incidents and security breaches, or any data breaches, as well as any violations of security requirements stated in the contract or required by law.
- The contractor should immediately raise an early warning in case of anomalies, suspected incidents or suspected near missed.
- A dedicated person within the contractor's organization should be accountable for all IT security aspects during the whole contract lifecycle.
- Access right to the information systems should be timely revoked for personnel who have been discharged.
- A knowledge transfer process should be defined and executed by the contractor between the employees that get substituted.
- The contractor should have specific security processes in place ensuring the physical security of the systems, and preventing any unauthorized access to its physical facilities and infrastructure.
- The contractor should have specific logical access controls in place ensuring the security of the information systems and preventing any unauthorized access to its networks and information systems.
- The contractor should set an emergency procedure in place to deal with security incidents. The procedure will include scenarios per type of incidents, parties' roles and responsibilities, escalation process, etc.
- The contractor should provide complete documentation of business continuity processes.
- A constant monitoring should be performed by the contractor to detect any abnormal activity that may indicate issues related to availability or integrity of the information system.
- The contractor should provide the Commission with documentation on known products' and systems' potential vulnerabilities together with their criticality and likelihood of being exposed.
- The security has to be a going concern and shall comply with the relevant provisions of EU legislation in this area³¹. The contractor should collaborate with the Commission to

³¹ [Commission Decision \(EU, Euratom\) 2017/46 of 10 January 2017 on the security of communication and information systems in the European Commission](#)

[Regulation \(EC\) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data](#)

ensure the identification of the security needs for the information systems and the data stored therein, including processing of personal data, the definition of the security requirements, the choice and implementation of adequate security measures and their regular monitoring.

- The Commission reserves the right to verify the contractors' compliance with the agreed security management plan.

2.2.8 Deliverables

A series of deliverables shall be submitted by the contractor. These deliverables must be approved by DG MARE.

All documents must be submitted in English in electronic version.

2.2.8.1 Inception report

An inception report is submitted after one month. It will provide a detailed roadmap for EUMOFA for the duration of the contract. A first draft will be submitted and discussed during the kick-off meeting to take place at the latest two weeks after the contract starts. This should in particular include actions to finalise and formalise the hand-over phase. In case of contract renewal such report will not be requested for the following years.

2.2.8.2 Progress reports

A progress report will be submitted 6 months after the beginning of the contract, including in case of renewal. It will describe the functioning of the EUMOFA and its activities (traffic, users' feedbacks...) during the period. The report shall be based on tasks specifications and by main activities (data collection, and management, markets analysis, publications, dissemination and IT services). It will also provide a state of play of problems encountered and mitigation or corrective measures envisaged or implemented.

2.2.8.3 Yearly final activity report

A yearly activity report will be submitted one year after the start of the contract and each year thereafter in case of renewal. It will summarise the functioning of the EUMOFA (IT and non-IT), services delivered, feedbacks from users, tests conducted, problems encountered and proposed solutions, detailed analysis of traffic on EUMOFA website, objectives and planning of activities for the next period. The annual report on the IT related activities will be elaborated following a template to be communicated to the contractor at the first IT meeting.

2.2.8.4 Final report and handover

The final report will summarise:

- The services delivered by EUMOFA: outputs and activities, achievements in terms of data collection, management, analysis and dissemination.
- A description of procedures related to data collection and management, quality control, methodologies for markets analysis, dissemination and communication. Dedicated handbooks shall be provided and validated by DG MARE.
- IT contents: for hand over purposes, a report on all the IT-related activities shall describe all the modifications and amendments brought to EUMOFA systems' landscape. This should be accompanied by a complete set of up to date functional, technical and architecture documentation, user manuals, operation manuals, installation guides, physical / virtual infrastructure setup and configuration and any other documentation relevant for the technical maintenance and support of EUMOFA systems. Dedicated handbooks shall be provided and validated by DG MARE.

3 EVALUATION AND AWARD

The evaluation is based solely on the information provided in the submitted tender. It involves the following:

- Verification of non-exclusion of tenderers on the basis of the exclusion criteria
- Selection of tenderers on the basis of selection criteria
- Verification of compliance with the minimum requirements set out in these tender specifications
- Evaluation of tenders on the basis of the award criteria

The contracting authority may reject abnormally low tenders, in particular if it established that the tenderer or a subcontractor does not comply with applicable obligations in the fields of environmental, social and labour law.

The Contracting Authority will assess these criteria in no particular order. The successful tenderer must pass all criteria to be awarded the contract.

3.1 Verification of non-exclusion

All tenderers must provide a declaration on honour (see Annex 4), signed and dated by an authorised representative, stating that they are not in one of the situations of exclusion listed in that declaration on honour.

In case of joint tender, each member of the group must provide a declaration on honour signed by an authorised representative.

In case of subcontracting, subcontractors whose share of the contract is above 20 % must provide a declaration on honour signed by an authorised representative.

The successful tenderer must provide the documents mentioned as supporting evidence in the declaration on honour before signature of the contract and within a deadline given by the

contracting authority. This requirement applies to each member of the group in case of joint tender and to subcontractors whose share of the contract is above 20%.

The obligation to submit supporting evidence does not apply to international organisations.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit the documentary evidence if it has already been submitted for another procurement procedure and provided the documents were issued not more than one year before the date of their request by the contracting authority and are still valid at that date. In such cases, the tenderer must declare on its honour that the documentary evidence has already been provided in a previous procurement procedure, indicate the reference of the procedure and confirm that there has been no change in its situation.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit a specific document if the contracting authority can access the document in question on a national database free of charge.

3.2 Selection criteria

Tenderers must prove their legal, regulatory, economic, financial, technical and professional capacity to carry out the work subject to this procurement procedure.

The tenderer may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the Contracting Authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

The tender must include the proportion of the contract that the tenderer intends to subcontract.

3.2.1 Declaration and evidence

The tenderers (and each member of the group in case of joint tender) and subcontractors whose capacity is necessary to fulfil the selection criteria must provide the declaration on honour (see Annex 4), signed and dated by an authorised representative, stating that they fulfil the selection criteria applicable to them individually. For the criteria applicable to the tenderer as a whole the tenderer (sole tenderer or leader in case of joint tender) must provide the declaration on honour stating that the tenderer, including all members of the group in case of joint tender and including subcontractors if applicable, fulfils the selection criteria for which a consolidated assessment will be carried out.

This declaration is part of the declaration used for exclusion criteria (see section 3.1) so only one declaration covering both aspects shall be provided by each concerned entity.

After contract award, the successful tenderer will be required to provide the evidence mentioned below before signature of the contract and within a deadline given by the contracting authority. This requirement applies to each member of the group in case of joint tender and to subcontractors whose capacity is necessary to fulfil the selection criteria.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit the documentary evidence if it has already been submitted for another

procurement procedure and provided the documents were issued not more than one year before the date of their request by the contracting authority and are still valid at that date. In such cases, the tenderer must declare on its honour that the documentary evidence has already been provided in a previous procurement procedure, indicate the reference of the procedure and confirm that there has been no change in its situation.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit a specific document if the contracting authority can access the document in question on a national database free of charge.

3.2.2 Legal and regulatory capacity

Tenderers must prove that they are allowed to pursue the professional activity necessary to carry out the work subject to this call for tenders. The tenderer (including each member of the group in case of joint tender) must provide the following information in its tender if it has not been provided with the Legal Entity Form:

- For legal persons, a legible copy of the notice of appointment of the persons authorised to represent the tenderer in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation applicable to the legal person requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.
- For natural persons, if required under applicable law, a proof of registration on a professional or trade register or any other official document showing the registration number.

3.2.3 Economic and financial capacity criteria

The tenderer must have the necessary economic and financial capacity to perform this contract until its end. In order to prove their capacity, the tenderer must comply with the following selection criteria.

- **Criterion F1:** Turnover of the last two financial years above EUR 5.000.000; this criterion applies to the tenderer as a whole, i.e. the combined capacity of all members of a group in case of a joint tender.
- **Evidence F1 (to be provided on request):**
 - Copy of the profit and loss accounts and balance sheet for the last two years for which accounts have been closed from each concerned legal entity;
 - Failing that, appropriate statements from banks.

If, for some exceptional reason which the Contracting Authority considers justified, a tenderer is unable to provide one or other of the above documents, it may prove its economic and financial capacity by any other document which the Contracting Authority considers appropriate. In any case, the Contracting Authority must at least be notified of the exceptional reason and its justification. The Commission reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

3.2.4 Technical and professional capacity criteria and evidence

A. Criteria relating to tenderers

Tenderers (in case of a joint tender the combined capacity of all members of the group and identified subcontractors) must comply with the criteria listed below. The evidence must be provided only on request.

The project references indicated below consist in a list of relevant services provided in the past three years, with the sums, dates and clients, public or private, accompanied by statements issued by the clients.

- **Criterion A1:** The tenderer must prove experience in the fields of
 - Fisheries and fisheries management, aquaculture, agriculture and food markets;
 - Statistical, economic and market analysis, including economic forecasting in the fields of fisheries, agriculture and food.
- **Evidence A1:** the tenderer must provide references for 3 projects delivered in these fields in the last three years with a minimum value for each project of € 100.000.

- **Criterion A2:** The tenderer must prove experience in the fields of
 - survey techniques;
 - data collection, processing, analysis and mapping;
 - database management;
 - web site design, development and maintenance, including on mobile applications;
 - IT user support;
 - IT project management;
- **Evidence A2:** the tenderer must provide references for 3 projects delivered in these fields in the last three years with a minimum value for each project of € 100.000.

- **Criterion A3:** The tenderer must prove capacity to work in 4 EU official languages including at least English, French and Spanish.
- **Evidence A3:** the tenderer must provide references for 3 projects delivered in the last three years showing the necessary language coverage.

- **Criterion A4:** The tenderer must prove capacity to make arrangements to draft publications in any EU language.
- **Evidence A4:** the tenderer must provide one document of at least 10 pages (report, study, etc.) in 5 EU languages that it has drafted and published or delivered to a client in the last three years. The verification will be carried out on 5 pages of the document.

- **Criterion A5:** The tenderer must prove its capacity to work in 5 EU countries.
- **Evidence A5:** the tenderer must provide references for 3 projects delivered in the last three years. The combination of projects must cover the required geographical scope.

B. Criteria relating to the team delivering the service:

The team delivering the service should include, as a minimum, the following profiles.

Evidence will consist in CVs of the team responsible to deliver the service. Each CV should indicate the intended function in the delivery of the service.

B1(a) - Project Manager: At least 10 years' experience in project management, including overseeing project delivery, quality control of delivered service in projects of a similar size (at least € 500.000) and coverage (at least 10 countries covered), with experience in management of team of at least 10 people.

Evidence: CV

B1(b) – IT Operations Manager: At least 10 years' experience in coordination of multi-tier multi-component IT systems development and maintenance (including team management, change management, quality management, risk management, deliverables acceptance management, planning and reporting, as well as coordination of system security aspects) with an annual operation budget of at least € 100.000.

Evidence: CV

B2 - Language quality check: the Project Manager and the IT Operations manager should have at least C1 level in the Common European Framework for Reference for Languages³² in two of the three following languages: English, French and Spanish.

Evidence: a language certificate or past relevant experience.

B3 - Experts: collectively, the team proposed must have:

a) Proven experience and knowledge in the following fields:

- Data and statistical collection, data harmonisation and control;
- Economic analysis, market research;
- Fishery, aquaculture and blue biotechnology economics, markets and international seafood trade;
- European legislation in the field of fisheries and aquaculture and in related areas such as environment and consumer protection;
- Web interface design, development, and maintenance;
- Technologies used in EUMOFA information system (Talend ETL, Jasper reports);
- IT project management, database maintenance, data processing, analysis and mapping;
- IT user support.

³² See http://www.coe.int/t/dg4/linguistic/Cadre1_en.asp

- b) At least 10 years of professional experience. Relevant higher education degree or equivalent professional experience and at least 5 years' professional experience in the fields of expertise.

Evidence:

- List of relevant services provided in the past three years, with sums, dates and recipients, public or private;
- The educational and professional qualifications of the persons who will provide the service for this tender (CVs) including the management staff. Each CV provided should indicate the intended function in the delivery of the service.

3.3 Award criteria

The contract will be awarded based on the most economically advantageous tender, according to the 'best price-quality ratio' award method. The quality of the tender will be evaluated based on the following criteria. The maximum total quality score is 100 points.

Criterion 1 - Quality of the proposed methodology (maximum 50 points – minimum score 50%)

Sub-criterion 1.1: Data

The tenderer shall describe:

- how it intends to secure the current data coverage³³: collection, regularity, reliability, completeness, accuracy for all types of data and countries;
- how it intends to complement and improve the current data set³⁴ where needed (in terms of coverage and scope) and
- how it intends to ensure continuity and consistency with the data processing and harmonisation currently in place and will suggest possible paths of improvements.

(sub-criterion 1.1: maximum 20 points; minimum required 10 points)

Sub-criterion 1.2: Markets and trade analysis

The tenderer shall describe:

- the approaches and methodologies to carry-out the required general and specific markets and trade analyses for fishery and aquaculture products and
- the methodology envisaged for the quantitative tool for prospective analysis.

(sub-criterion 1.2: maximum 20 points; minimum required 10 points)

³³ See § 2.2.2.6 for the description of the types of data. A detailed description of the current data coverage and processing is available on EUMOFA website (www.eumofa.eu), on the page dedicated to the "Methodology".

³⁴ The current data set is available on EUMOFA website (www.eumofa.eu), through the "Bulk-download" functionality.

Sub-criterion 1.3: dissemination and communication

- The tenderer shall demonstrate its ability to organise and provide the information and services of EUMOFA in an accessible and user-friendly way and to structure dialogue and feedbacks from users.
- The tenderer shall describe how it will maintain users' interest and generate the interest of potential new users among stakeholders, including via training, participation in and organisation of events, and promotion of EUMOFA's services.

(sub-criterion 1.3: maximum 10 points; minimum required 5 points)

Criterion 2 – Quality of IT services (maximum 30 points – minimum score 50%)

The tenderers shall describe a detailed IT approach to support and maintain (corrective and evolutive maintenance) the full technical landscape of the EUMOFA IT system and ensure related IT services, in line with requirements expressed in technical specifications under chapter 2.2.7 "Information technologies" and in view of ensuring continuous improvements of the system. In particular, the tenderers shall present a technical and organisational approach to guarantee performance, robustness, quality and security of the IT services.

The tenderer shall describe a quality management plan in line with the requirements in paragraph 2.2.7.3 "Quality management", including options for quality control and approach to corrective maintenance (bugfixing). The tenderer shall propose a change management plan in line with the requirements in paragraph 2.2.7.2 "Change management" of these specifications.

The tenderer should provide solutions for the user's support/helpdesk functions,

The contractor shall describe a risk management plan system which outlines the risk approach and process for the IT operations, the roles and responsibilities related to risk management and the methodology, standards, tools and techniques used to support risk management.

(sub-criterion 2.1: 20 points; minimum required 10 points).

Criterion 3 - Organisation of the work and resources (10 points – minimum score 50%)

This criterion will assess how the roles and responsibilities of the proposed team and of the different economic operators (in case of joint tenders, including subcontractors if applicable) are distributed for each task.

It also assesses the global allocation of time and resources to the project and to each task or deliverable, and whether this allocation is adequate for the work. The tender should provide details on the allocation of time and human resources and the rationale behind the choice of this allocation. Details should be provided as part of the technical offer. It is not a budget requested as part of the financial offer.

Criterion 4 - Quality control measures (10 points – minimum score 50%)

This criterion will assess the quality control system applied to the service foreseen in this tender specification concerning the quality of the deliverables, the language quality check, and continuity of the service in case of absence of the member of the team. The quality

system shall be detailed in the tender and specific to the tasks at hand. The tenderers will also identify the main challenges, risks and mitigation measure for the provision of high quality services.

Tenders must score minimum 50% for each criterion and sub-criterion, and minimum 60 % in total. Tenders that do not reach the minimum quality levels will be rejected and will not be ranked.

3.4 Ranking of tenders

The contract will be awarded to the most economically advantageous tender, i.e. the tender offering the best price-quality ratio determined in accordance with the formula below. A weight of 70/30 is given to quality and price.

score for tender X	=	cheapest price	*	100	*	0,3	+	total quality score (out of 100) for all award criteria of tender X	*	0,7
		price of tender X								

The tender ranked first after applying the formula will be awarded the contract.

APPENDIX 1 – MODEL OF POWER OF ATTORNEY

Model 1: DESIGNATING ONE OF THE COMPANIES OF THE GROUP AS LEADER AND GIVING A MANDATE TO IT)

Agreement / Power of Attorney³⁵

We the undersigned:

- Signatory 1 [Name, Function, Company, Registered address, VAT Number]
- Signatory 2 [Name, Function, Company, Registered address, VAT Number]
-
- Signatory N [Name, Function, Company, Registered address, VAT Number],

Each of them having the legal capacity required to act on behalf of his/her company, HEREBY AGREE AS FOLLOWS:

In case the Contracting Authority awards the service contract MARE/2018/11: "European market observatory for fisheries and aquaculture products" (« **the Contract** ») to Company 1, Company 2, ..., Company N (« **the Group Members** »), based on the joint offer submitted by [insert name of the lead contractor] on [insert date] for the provision of services for MARE/2018/11: " European market observatory for fisheries and aquaculture products" (« **the Services** »).

- (1) All the Group Members:
 - (a) Shall be jointly and severally liable towards the Contracting Authority for the performance of the Contract.
 - (b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Services.
- (2) To this effect, the Group Members designate Company X as **Group Leader**. [N.B.: The Group Leader has to be one of the Group Members]
- (3) Payments by the Contracting Authority related to the Services shall be made to the Group Leader, through its designated bank account. [Provide details on bank, address, account number, etc.].

³⁵ It will not be allowed to annex additional pages to this Power of Attorney. A Power of Attorney will be needed from each partner in the case of a high number of partners where not all of them can be included in this document.

(4) The Group Members grant to the Group Leader all the necessary powers to act on their behalf in connection with the Services. This mandate involves in particular the following tasks:

- (a) The Group Leader shall sign any contractual documents - including the Contract and Amendments thereto - and issue any invoices related to the Services provided in the context of the contract.
- (b) The Group Leader shall act as single point of contact for the Contracting Authority in connection with the Services to be provided under the Contract. It shall co-ordinate the provision of the Services by the Group Members to the Contracting Authority, and shall see to a proper administration of the Contract.

Any modification to the present agreement/power of attorney shall be subject to the Contracting Authority's express approval.

This agreement /power of attorney shall expire when all the contractual obligations of the Group Members towards the Contracting Authority in connection with the Services to be provided under the Contract have ceased to exist. The parties cannot terminate it before that date without the Contracting Authority's consent.

Signed in on

Name

Function

Company

Name

Function

Company

Name

Function

Company

**Model 2: CREATING THE GROUP AS SEPARATE ENTITY, APPOINTING A GROUP MANAGER AND
GIVING A MANDATE TO HIM/HER)**

Agreement / Power of Attorney³⁶

We the undersigned:

- Signatory 1 [Name, Function, Company, Registered address, VAT Number]
- Signatory 2 [Name, Function, Company, Registered address, VAT Number]
-
- Signatory N [Name, Function, Company, Registered address, VAT Number],

Each of them having the legal capacity required to act on behalf of his/her company, HEREBY AGREE AS FOLLOWS:

In case the Contracting Authority awards the Contract MARE/2018/11: "European market observatory for fisheries and aquaculture products" (« **the Contract** ») to Company 1, Company 2, ..., Company N (« **the Group Members** »), based on the joint offer submitted by [insert name of the lead contractor] on [insert date] for the provision of services for MARE/2018/11: " European market observatory for fisheries and aquaculture products " (« **the Services** »).

- (1) All the Group Members:
 - (a) Shall be jointly and severally liable towards the Contracting Authority for the performance of the Contract.
 - (b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Services.
- (2) To this effect, the Group Members have set up under the laws of [insert country] the Group [insert name] (« **the Group** »). The Group has the legal form of a [insert legal form] [Provide details on registration of the Group: VAT Number, Trade Register, etc.].
- (3) Payments by the Contracting Authority related to the Services shall be made through the Group's bank account. [Provide details on bank, address, account number, etc.].
- (4) The Group Members appoint Mr/Ms [insert name and function] as **Group Manager**.

³⁶ It will not be allowed to annex additional pages to this Power of Attorney. A Power of Attorney will be needed from each partner in the case of a high number of partners where not all of them can be included in this document.

(5) The Group Members grant to the Group Manager all the necessary powers to act alone on their behalf in connection with the Services. This mandate involves in particular the following tasks:

- (a) The Group Manager shall sign any contractual documents - including the Contract and Amendments thereto - and issue any invoices related to the Services on behalf of the Group Members.
- (b) The Group Manager shall act as single point of contact for the Contracting Authority in connection with the Services to be provided under the Contract. He/she shall co-ordinate the provision of the Services by the Group Members to the Contracting Authority, and shall see to a proper administration of the Contract.

Any modification to the present agreement / power of attorney shall be subject to the Contracting Authority's express approval.

This agreement / power of attorney shall expire when all the contractual obligations of the Group Members towards the Contracting Authority in connection with the Services to be provided under the Contract have ceased to exist. The parties cannot terminate it before that date without the Contracting Authority's consent.

Signed in on

Name

Function

Company

Name

Function

Company

Name

Function

Company

**APPENDIX 2 – MODEL OF LETTER OF INTENT FOR IDENTIFIED
SUBCONTRACTORS**

Letter of Intent

MARE/2018/11: "European market observatory for fisheries and aquaculture products"

The undersigned:

Name of the economic operator:

Address:

Declares hereby the intention to collaborate in the execution of the tasks subject to the above call for tender, in accordance with the terms of the offer to which the present form is annexed, if the contract is awarded to [*insert name of the tenderer*].

Undertakes hereby not to affect the Contracting Authority's rights under the service contract.

Full name

Date

.....

.....

Signature

.....